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AGREEMENT BETWEEN MANCHOUKUO AND THE  
UNION OF SOVIET SOCIALIST REPUBLICS  
FOR THE CESSION TO MANCHOUKUO OF THE  
RIGHTS OF THE UNION OF SOVIET SOCIA-  
LIST REPUBLICS CONCERNING THE NORTH  
MANCHURIA RAILWAY (CHINESE EASTERN  
RAILWAY)

Signed at Tokyo, March 23, 1935.  
Effective from March 23, 1935.  
Published March 25, 1935.

Manchoukuo and the Union of Soviet Socialist Republics,  
being desirous to settle the question of the North Manchuria  
Railway (Chinese Eastern Railway) and thus to contribute to the  
safeguards of peace in the Far East, have resolved to conclude  
an Agreement for the Cession to Manchoukuo of the Rights of the  
Union of Soviet Socialist Republics concerning the North Man-  
churia Railway (Chinese Eastern Railway), and have to that end  
named as their Plenipotentiaries, that is to say:

The Government of Manchoukuo:

W.S.Y. TINGE, Envoy Extraordinary and Minister  
Plenipotentiary to Japan;  
CHUICHI OHASHI, Vice-Minister for Foreign Affairs;  
WU-TSE-SHENG, Adviser to the Directorate-General  
of the North Manchuria Railway (Chinese Eastern  
Railway);

The Government of the Union of Soviet Socialist Republics;  
CONSTANTIN CONSTANTINOVITCH YORENEFF, Member of the  
Central Executive Committee of the Union of Soviet  
Socialist Republics and Plenipotentiary Represen-  
tative of the Union of Soviet Socialist Republics in  
Japan;

Benedict Ignatievitch KOZLOVSKY, Chief of Department  
of the People's Commissariat for Foreign Affairs;  
Stepan Matveievitch KUZNETSOFF, Vice-Chairman of the  
Board of Directors of the North Manchuria Railway  
(Chinese Eastern Railway);

Who, having communicated to each other their respective  
Full Powers, found to be in good and due form, have agreed upon  
the following Articles:

ARTICLE 1.

The Government of the Union of Soviet Socialist Republics  
shall cede to the Government of Manchoukuo all the rights they  
possess concerning the North Manchuria Railway (Chinese Eastern  
Railway), in consideration of which the Government of Manchoukuo  
shall pay to the Government of the Union of Soviet Socialist  
Republics the sum of one hundred and forty million (140,000,000)  
yen in Japanese currency.

ARTICLE 2.

All the rights of the Government of the Union of Soviet  
Socialist Republics concerning the North Manchuria Railway  
(Chinese Eastern Railway) shall pass to the Government of Man-  
choukuo upon the coming into force of the present Agreement, and  
at the same time the North Manchuria Railway (Chinese Eastern  
Railway) shall be placed under the complete occupation and the  
sole management of the Government of Manchukuo.

ARTICLE 3.

1. Upon the coming into force of the present Agreement, the

senior members of the administration of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics shall be released from their duties. The said senior members of the administration of the Railway shall hand over all the archives, records, papers and documents of whatever description in their charge to their respective successors in the new administration of the Railway.

It is understood that the term the "senior members of the administration of the North Manchuria Railway (Chinese Eastern Railway)" employed in the present Article indicates:

(A) All the members of the Board of Directors and of the Audit Committee.

(B) The general manager and assistant manager of the Administration.

(C) The assistant chief controller.

(D) All the managers and sub-managers of the Departments of the Board of Directors, the Audit Committee, the Control and the Administration. All agents for commission, engineers for commission. All the senior agents, advisers and chiefs of the sections and sub-sections.

2. With the aim of ensuring the normal functioning of the Railway, the Government of the Union of Soviet Socialist Republics agree to place at the disposal of the new administration the following persons from among the senior members of the administration of the Railway who are citizens of the Union of Soviet Socialist Republics as advisers for one month from the

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date of the coming into force of the present Agreement:

- (A) The general manager of the Administration.
- (B) The manager of General Affairs Office of the Administration.
- (C) The manager of the Motive Power Department of the Administration.
- (D) The chief of the Financial Department of the Administration.
- (E) The manager of the Commercial Department of the Administration.

3. At any time after the coming into force of the present Agreement, the Government of Manchoukuo may dismiss any or all of the following persons:

- (A) All the chiefs of railway sections, stations and depots.
- (B) The chief of all the following auxiliary enterprises of the Railway:
  - a. Forest concessions and lumbering.
  - b. Coalmines.
  - c. Power stations.
  - d. Printing plant.
  - e. Auxiliary enterprises of the Commercial Department.
  - f. Nursery and green-houses in Harbin.
  - g. Main workshops of the Ways Department.
  - h. Wool-Washing works and hydro-loading works.
  - i. Water works in Harbin.
  - j. Soft-drinks factory.
  - k. Saw-mill.

- l. Gradations of beans.
- m. waste-cleaning works.
- n. Grand Hotel.
- o. Health resorts and sanatoria.
- p. Hospitals and clinics.
- q. Library.
- r. Economics Bureau.

4. The persons referred to in Section 1 of the present Article shall have the right to remain in Manchoukuo and to retain their railway lodgings for one month after the coming into force of the present Agreement.

The persons referred to in Section 2 of the present Article shall have the right to remain in Manchoukuo and to retain their railway lodgings for two months after the coming into force of the present Agreement.

Those persons who have been dismissed by virtue of Section 3 of the present Article shall have the right to receive their regular salary for one month from the date of their dismissal. They shall have the right to remain in Manchoukuo and to retain their railway lodgings for two months from the date of their dismissal.

#### ARTICLE 4.

The Government of Manchoukuo shall succeed to the assets and liabilities of the North Manchuria Railway (Chinese Eastern Railway) in accordance with the list of assets and liabilities of the Railway as on December 31st, 1933, presented by the Delegation of the Government of the Union of Soviet Socialist Republics on March 22nd, 1934, to the Delegation of the Govern-

ment of Manchoukuo through the Minister for Foreign Affairs of Japan, as supplemented by the lists which were made on March 17th and March 21st, 1935, in order to show the changes sustained by the assets and liabilities included in the first list from the date of the first list up to the date of the last list and also to show the new assets and liabilities which have arisen on and after January 1st, 1934.

It is agreed that the provisions of Section 4, Article 9 of the Agreement on General Principles for the Settlement of the Questions between the Union of Soviet Socialist Republics and the Republic of China signed at Peking on May 31st, 1924, and those of Section 3, Article 1 of the Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the Autonomous Three Eastern Provinces of the Republic of China signed at Mukden on September 20th, 1924, shall remain in force.

#### ARTICLE 5.

The Government of the Union of Soviet Socialist Republics shall have the right to maintain the following property for the use of their Consulate General in Harbin in the form of a permanent and rent-free lease;

a. The land and buildings now occupied by the said Consulate General;

Locality: Yio-Ching-Kai, Chin-Chia-Kang.

Area: 14,873.68 square metres.

Buildings:

Office, No. 1049; 2,174.90 square metres.

Residence, No. 1047; 685.37 square metres.

Residence, No. 1048; 1,447.61 square metres.

Garage and its annex, No. 1051; 245.88 square metres.

Guard-room, No. 1052; 38.90 square metres.

b. The land and building now occupied by the Officials of the said Consulate General:

Locality: Hai-Cheng-Kai, Chin-Chia-Kang.

Area: 2,530 square metres.

Building: No. 934; 258.51 square metres.

The following property shall be leased rent-free and sine die to the Consul General of the Union of Soviet Socialist Republics in Harbin on the day of the coming into force of the present Agreement, and shall immediately thereafter be placed and remain under the occupation and management of the community of the citizens of the Union of Soviet Socialist Republics in Harbin to be used solely for the purposes prescribed hereunder;

a. The IVTH School of the North Manchuria Railway (Chinese Eastern Railway), situated at No. 35, Shang-Wu-Kai, Tao-Li, Harbin, with all the buildings and property to be found there, to be used for the elementary and secondary education of the said community.

b. The land known under No. 949, at the corner of Kao-

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b. The land known under No. 949, at the corner of Kao-

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Shi-Kai and Ching-Cha-Kai, Tao-Li, Harbin, with all the buildings on it, which are to be used in the future as a hospital.

Within one month from the date of the coming into force of the present Agreement, a library shall be selected, for the use of the above mentioned IVth School (TN: to be made up of books) from the library belonging to the Northern Manchurian Railway (Chinese Eastern Railway) in Harbin, by mutual agreement between the local authorities of Manchoukuo and the Consul General of the Union of Soviet Socialist Republics in Harbin. The books so selected shall be transferred to the said School.

#### ARTICLE 6.

The properties occupied by the North Manchuria Railway (Chinese Eastern Railway) which are claimed by the Government of the Union of Soviet Socialist Republics as belonging to them and not to the Railway, and the properties existing in the territory of the Union of Soviet Socialist Republics which are claimed by the Government of Manchoukuo as belonging to the North Manchuria Railway (Chinese Eastern Railway), are regarded as having been mutually renounced by respective Governments in favour of the other Government, and neither Government shall in future raise against the other Government any demand concerning the said properties.

The above provisions shall not apply to the properties (buildings and their sites and other railway properties) of the Transbaikalian Railway now existing at Manchuli, and the properties of the Ussuri Railway now existing at Suifengho, which are actually occupied respectively by the said two Railways and shall remain their property under their management.

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The above provisions shall not apply to the properties (buildings and their sites and other railway properties) of the Transbaikalian Railway now existing at Manchuli, and the properties of the Ussuri Railway now existing at Suifenho, which are actually occupied respectively by the said two Railways and shall remain their property under their management.

ARTICLE 7.

Out of the sum of one hundred and forty million (140,000,000) yen in Japanese currency referred to in Article 1 of the present Agreement, the sum of forty six million seven hundred thousand (46,700,000) yen shall be paid in cash in accordance with the provisions of Article 8 of the present Agreement and the settlement for the remaining sum of ninety-three million three hundred thousand (93,300,000) yen shall be effected in the form of payments made by the Government of Manchoukuo for goods delivered to the Government of the Union of Soviet Socialist Republics in accordance with the provisions of Article 9 of the present Agreement.

ARTICLE 8.

Out of the sum of forty-six million seven hundred thousand (46,700,000) yen to be paid in cash in accordance with the provision of Article 7 of the present Agreement, the sum of twenty-three million three hundred thousand (23,300,000) yen shall be paid simultaneously with the signing of the present Agreement.

The remaining sum of twenty-three million four hundred thousand (23,400,000) yen as well as the simple interest at the rate of three per cent per annum is to be paid by the Government of Manchoukuo to the Government of the Union of Soviet Socialist Republics in the form of the Treasury Bonds of the Government of Manchoukuo. The said Treasury Bonds are to be issued of the following amounts and mature on the dates indicated hereunder: six million three hundred and seventy-six thousand five hundred (6,376,500) yen maturing on December 23rd, 1935; six million two hundred and forty-four thousand eight hundred and seventy-five

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(6,244,875) yen maturing on September 23rd, 1936; six million one hundred and thirteen thousand two hundred and fifty (6,113,250) yen maturing on June 23rd, 1937; five million nine hundred and eighty-one thousand six hundred and twenty-five (5,981,625) yen maturing on March 23rd, 1938. The Treasury Bonds of the Government of Manchoukuo mentioned above are to be issued in favour of the Government of the Union of Soviet Socialist Republics and are to be delivered by the Representative of the Government of Manchoukuo to the Representative of the Government of the Union of Soviet Socialist Republics simultaneously with the signing of the present Agreement, and shall be paid at the Industrial Bank of Japan Ltd.

In case the exchange rate of the yen in terms of the Swiss franc calculated on the basis of the respective exchange rates of the yen and the Swiss franc in London on the day before the date of payment of any of the second and subsequent instalments provided for in the present Article should be lower or higher by eight per cent or more in comparison with the exchange rate of the yen in terms of the Swiss franc as calculated on the basis of the respective exchange rates of the yen and the Swiss franc in London on the date of the coming into force of the present Agreement, the amount of the said instalment shall be increased or reduced, as the case may be, so that the value in Swiss francs of the instalment shall be the same as it is on the date of the coming into force of the present Agreement.

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In case the present gold parity of the Swiss franc (one Swiss franc being equivalent to nine thirty-firsts of one gram of fine gold) should be altered or in case the convertibility of the Swiss franc into gold should be suspended, the following method shall be adopted in place of the method provided for in the preceding paragraph.

In case the weight of fine gold whose value, when calculated on the basis of the price of gold and the exchange rate of the yen in London on the day before the date of payment of any of the second and subsequent instalment, should be less or more by eight per cent, or more in comparison with the weight of fine gold whose value, when calculated on the basis of the price of gold and the exchange rate of the yen in London on the date of the coming into force of the present Agreement, is equal to the said instalment the amount of the instalment shall be increased or reduced, as the case may be, so that the value in fine gold of the instalment shall be the same as it is on the date of the coming into force of the present Agreement.

#### ARTICLE 9.

The settlement for the sum of ninety-three million three hundred thousand (93,300,000) yen, to be effected in the form of payments made by the Government of Manchoukuo for the goods delivered to the Government of the Union of Soviet Socialist Republics as provided for in Article 7 of the present Agreement, shall be executed in the following manner.

1. The Trade Representation of the Union of Soviet Socialist Republics in Japan will make contracts for the purchase of goods.

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produced or manufactured in Manchoukuo or Japan, with the subjects or juridical persons of either of these two countries, up to the sum of ninety-three million three hundred thousand (93,300,000) yen indicated in Article 7 within the period of six months from the date of the coming into force of the present Agreement. The delivery of the goods thus purchased shall be effected to the Trade Representation in Japan by the above-mentioned subjects or juridical persons within the period of three years from the date of the coming into force of the present Agreement in accordance with the terms of the contracts concerned, it being understood that the goods so delivered in the course of each of the six equal periods of six months constituting the said three years shall not exceed in value the sum of thirty-one million one hundred thousand (31,100,000) yen and that the total amount of the goods delivered in the course of each of the three equal periods of one year constituting the said three years shall not exceed in value the sum of thirty-one million one hundred thousand (31,100,000) yen.

2. The terms of payment for the goods shall be arranged in such a way that for each such period of six months in the course of the said three years the Government of Manchoukuo shall make payment not exceeding the sum of fifteen million five hundred and fifty thousand (15,550,000) yen for the delivery of the goods mentioned in the foregoing Section and in case any balance of that sum shall for any reason remain unpaid at the end of any such period of six months, such balance shall be

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paid off during the next six months and so on, so that the whole sum of ninety-three million three hundred thousand (93,300,000) yen shall be paid off by the end of the said three years.

3. It is agreed that should the above-mentioned contracts not be concluded within the period of six months after the coming into force of the present Agreement, the Trade Representation shall have the right to make such contracts after the expiration of the said period of six months, and further that, should any of the parties other than the Trade Representation to the contracts concluded in accordance with the foregoing provisions of the present Article fail to carry out such contracts or to fulfil such contracts, when same are abrogated for these reasons, the Trade Representation shall in each case have the right to conclude fresh contracts with other subjects or juridical persons of Manchoukuo or Japan, in which case the latter contracts may provide for the payment for and the delivery of the goods to be effected after the three years' term above mentioned.

4. The contracts mentioned in the present Article shall be concluded either c.i.f. or f.o.b. at the choice of the Trade Representation and shall provide for payments in cash for goods by the Government of Manchoukuo.

5. When the Trade Representation have concluded a contract for the purchase of goods with the subjects or juridical persons of Manchoukuo or Japan, the Trade Representation shall give the Financial Attache to the Legation of Manchoukuo in Japan a resume of the contract, mentioning the names of the parties to the contract, the description, place of origin and quantity of the goods, the total amount of the sums to be paid, the date and place

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of delivery of the goods and of the payment therefor, as well as any other terms of the payment and delivery, including any provisions for payment in advance. The said resume shall be attested by both parties to the contract. Besides this, so far as circumstances permit, certificates of origin issued by any chamber of commerce and industry in Manchoukuo or Japan in respect of the goods, or by any other organization authorized to issue such certificates by the Government of either of these two countries, shall be presented to the Financial Attache by the seller of the goods.

The Financial Attache, upon receipt of the resume of the contract, provided its contents do not conflict with the provisions of the present Article, shall notify, not later than within seven days thereafter, the Trade Representation and the seller of the goods concerned to the effect that the Government of Manchoukuo undertake to effect payment for the goods in conformity with the said resume of the contract.

For the purpose of obtaining a settlement of his accounts the seller of the goods shall hand to the Trade Representation the document entitling the Trade Representation to dispose of the said goods (bill of lading, invoice etc.)

The Financial Attache, upon receipt of the notification given by the Trade Representation to the effect that the delivery of the goods referred to in the resume of the contract has been accomplished, shall issue a cheque to order drawn with the Industrial Bank of Japan, Ltd. as payer, the seller of the goods. as payee and the price of the goods as its face amount, and shall deliver it to the seller on the date of payment, and,

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in case the presentation of the certificates of origin of the goods above referred to shall have been prevented at the time of presentation of the resume of the contract, against such certificates. The seller of the goods shall give a receipt for the said cheque. Payment in advance to the seller of the goods may be effected in a similar manner by the Financial Attache in conformity with the resume of the contract against the advice of the Trade Representation to the effect that such payment shall be made.

6. It is understood that in the present Article the term "goods manufactured in Manchoukuo or Japan" indicates goods manufactured within either of the said two countries from raw materials imported from any other countries as well as from raw materials produced in either and that the term "juridical persons of Manchoukuo or Japan" indicates the juridical persons which are or may be incorporated in accordance with the law of Manchoukuo or Japan respectively.

#### ARTICLE 10.

1. Three months' notice shall be given to each of the employees of the North Manchuria Railway (Chinese Eastern Railway), other than those included in the provisions of Article 3 of the present Agreement, who are citizens of the Union of Soviet Socialist Republics and whom the Government of Manchoukuo may desire to dismiss from reasons of convenience on the part of the Government of Manchoukuo after the coming into force of the present Agreement.

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2. Employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics and who may be dismissed shall have the right to remain in Manchoukuo for two months after their dismissal in order to dispose of their personal affairs.

3. Employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics shall continue in the full enjoyment of their rights in movable and immovable property in accordance with the laws of Manchoukuo.

4. Employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics shall enjoy the full right to dispose of their property in accordance with the laws of Manchoukuo and to carry their property out of Manchoukuo either in its original form or in its money equivalent in any foreign currency.

5. Employees of the North Manchuria Railway (Chinese Eastern Railway), who are citizens of the Union of Soviet Socialist Republics and who have retired through dismissal or of their own accord and who leave for the territory of the Union of Soviet Socialist Republics within two months after their retirement, shall be granted the privilege of free transport over the North Manchuria Railway (Chinese Eastern Railway) for themselves, their families, and their personal and household effects either to the station of Manchuli or to the station of Suifenhö, at their own option.

ARTICLE 11.

1. The various descriptions of retiring allowances and payments --(discharge allowances and other sums due to employees in respects of service on the Railway, employees' savings in the Relief Savings Association and the payments additional thereto on the part of the Railway including interest, pensions and block grants in accordance with the regulations of the Relief Savings Association, as well as pensions and compensations for personal injuries according to the "Regulations of 1912 relating to the indemnification of persons who have met with accidents")-- to employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics and who may be dismissed or may retire of their own accord after the coming into force of the present Agreement, so far as such allowances and payments are in respect of the period before the coming into force of the present Agreement, shall be individually reckoned and paid out in accordance with the regulations of the North Manchuria Railway (Chinese Eastern Railway) in force up to the date of the coming into force of the present Agreement, as modified by the provisions of the present Article.

Note. Discharge allowances for the period up to November 11th, 1930, are to be paid according to the rates existing up to November 11th, 1930.

2. Employees who are citizens of the Union of Soviet Socialist Republics and who are dismissed or retire of their own accord after the coming into force of the present Agreement

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shall be considered as employees who have been dismissed as the result of the abolition of offices, so far as concerns the calculation of various descriptions of retiring allowances and payments.

3. Discharge allowances and other payments relative to service concerning the railway, and compensations for injuries sustained in such service, as well as savings and the prescribed interest thereon, shall be paid within a fortnight from the day of dismissal or retirement, provided that in respect of persons who shall be dismissed, half the amount of such savings shall be paid within two months from the date of the notice of such dismissal.

The block grants to persons who have been in the service of the Railway for less than ten years as well as payments additional to savings together with the prescribed interest thereon shall be paid in four equal instalments within two years from the date of dismissal or retirement. The first instalment shall be paid within a fortnight, and the second instalment at the end of a year after the date of dismissal or retirement, and the third and the fourth instalments shall be paid at the end respectively of six and twelve months after the payment of the second instalment. As regards the last three of these instalments, the Government of Manchoukuo shall issue bonds for the amounts due drawn up in the name of the respective persons and maturing on the dates prescribed above. These bonds shall be delivered to

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the respective recipients simultaneously with the payment of the first instalment above referred to and shall not be transferred thereafter to any other person.

Persons who have been in the service of the Railway for ten years or more shall be deemed entitled to pensions without undergoing the examination of their working efficiency, and the said pensions, instead of being paid annually, shall be paid in a block grant, that is to say, a sum eight and a half times the sum payable annually in respect of a pension shall be paid to the recipient in four equal instalments in the course of two years, in accordance with the provisions of the preceding paragraph.

Note. 1. The examination of the working efficiency of employees who have been in the service of the Railway for less than ten years will be effected according to the regulations of the North Manchuria Railway (Chinese Eastern Railway) in force up to the date of the coming into force of the present Agreement.

Note 2. Pensions for personal injuries, instead of being paid annually, shall be paid in block grants, that is to say, a sum eight and a half times the sum payable annually shall be paid to the recipients in the same manner as for persons who have been in the service of the Railway for ten years or more.

4. Employees of the North Manchuria Railway (Chinese Eastern Railway) who are in debt to the Railway shall have

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the sum of their indebtedness deducted from the various descriptions of retiring allowances and other payments due to them.

5. The various descriptions of retiring allowances and payments shall be paid in the currency of Manchoukuo at the exchange rate against the rouble of the North Manchuria Railway (Chinese Eastern Railway) existing at the date of the coming into force of the present Agreement and applied by the said Railway for settlements with their employees. The recipients of these retiring allowances and payments shall be allowed to remit the money they have received to other countries after having converted it into foreign currency.

6. The various descriptions of retiring allowances and payments and the bonds of the Government of Manchoukuo shall be paid or delivered to the legal recipients direct, but persons who have returned to the territory of the Union of Soviet Socialist Republics can empower the Consul General of the Union of Soviet Socialist Republics in Harbin or any other person to receive them. Persons who have given such authority shall at the same time inform the North Manchuria Railway (Chinese Eastern Railway) to that effect.

7. Those persons who have retired before the coming into force of the present Agreement and are now being paid pensions shall continue to receive the pensions as previously in accordance with the regulations of the North Manchuria Railway (Chinese Eastern Railway) in force up to the date of the coming into force of the present Agreement, irrespective of whether the said regulations shall remain in force, be modified or abrogated thereafter.

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In this case Section 5 of the present Article shall be applied as regards the exchange rate against the rouble of the North Manchuria Railway (Chinese Eastern Railway), and, in case the legal recipients should be returning or should have returned to the territory of the Union of Soviet Socialist Republics, as regards remittances to other countries.

8. The sums which are to be paid out by the Administration or the Relief Savings Association of the North Manchuria Railway (Chinese Eastern Railway) to employees who are citizens of the Union of Soviet Socialist Republics and of which neither the legal recipients nor their proxies or successors have demanded payment up to the date of the coming into force of the present Agreement, shall be disposed of in accordance with the regulations of the North Manchuria Railway (Chinese Eastern Railway) in force up to the date of the coming into force of the present Agreement.

9. Employees who have been dismissed or have retired after the coming into force of the present Agreement shall, during a period of one month from the date of their dismissal or retirement, retain their full rights with regard to their railway lodgings under the same conditions as before.

ARTICLE 12.

It is understood that the term "North Manchuria Railway (Chinese Eastern Railway)" includes all the rights, enterprises and properties appurtenant thereto.

ARTICLE 13.

The Governments of Manchoukuo and the Union of Soviet Socialist Republics, with a view to promote and facilitate the intercourse and traffic between the two countries, shall conclude, within three months from the date of the coming into force of the present Agreement, a separate agreement which will provide for the settlement of questions concerning the conveyance of passengers, luggage and goods in transit, direct service for passengers, luggage and goods between railway stations of the Union of Soviet Socialist Republics and those of the North Manchuria Railway (Chinese Eastern Railway), and also, technical conditions permitting, direct services without reloading of goods between the Ussuri Railway and the North Manchuria Railway (Chinese Eastern Railway) via the station of Suifenho.

Within the period of the said three months, the two Governments shall conclude another separate agreement which will provide for telegraphic connection between the telegraphic lines hitherto operated by the North Manchuria Railway (Chinese Eastern Railway) and those of the Union of Soviet Socialist Republics.

ARTICLE 14.

The present agreement shall come into force on the date of its signature.

In witness whereof the respective Plenipotentiaries have signed the present Agreement and have affixed thereto their seals.

Done in duplicate in the English language in the City of Tokyo, this twenty-third day of the third month of the second year of Kangte, corresponding to the 23rd day of March, 1935.

(L.S.) W.S.Y. TINGE.

(L.S.) CHUICHI OHASHI.

(L.S.) WU TSE-SHENG.

(L.S.) G. G. YOURENEFF.

(L.S.) B. I. KOZLOVSKY.

(L.S.) KUZNETSOFF.

C E R T I F I C A T E

Statement of Source and Authenticity

I, HAYASHI, Kaoru, Chief of Archives Section, Japanese Foreign Office, hereby certify that the document in English hereto attached, consisting of 23 pages and entitled "Agreement between Manchoukuo and the Union of Soviet Socialist Republics for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway)" is an exact and true copy of an official document of the Japanese Foreign Office.

Signed at Tokyo on this  
17th day of September, 1946

(Signed) K. Hayashi  
Signature of Official

Witness: (Signed) Nagaharu Odo

Ref

北滿鐵道（東支鐵道）ニ關スル「ソヴィエト」  
社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル  
爲ノ滿洲國「ソヴィエト」社會主義共和國聯邦  
間協定

昭和一〇年（一九三五年）三月二三日東京ニ於テ署名  
昭和一〇年（一九三五年）三月二三日實施  
昭和一〇年（一九三五年）三月二五日告示

滿洲國及「ソヴィエト」社會主義共和國聯邦ハ北滿鐵道（東支鐵道）  
問題ヲ解決シ以テ極東ニ於ケル平和ノ擁護ニ貢獻センコトヲ希望シ  
北滿鐵道（東支鐵道）ニ關スル「ソヴィエト」社會主義共和國聯邦  
ノ權利ヲ滿洲國ニ讓渡スル爲ノ協定ヲ締結スルコトニ決シ之カ爲左  
ノ如ク其ノ全權委員ヲ任命セリ

滿洲國政府

日本國駐劄特命全權公使丁士源

外交部次長大橋忠一

北滿鐵道（東支鐵道）督辦公署參贊烏澤聲

「ソヴィエト」社會主義共和國聯邦政府

「ソヴィエト」社會主義共和國聯邦中央執行委員會委員及び  
本國駐劄「ソヴィエト」社會主義共和國聯邦全權代表「コン  
スタンチン、コンスタンチノヴィツチユ、ユーレネフ」

外務人民委員部局長「ベネデクト、イグナチエヴィツチユ、  
カズロフスキー」

北滿鐵道ハ東支鐵道ハ副理事長「ステパン、マトヴェイエヴ  
イツチユ、グズネツツオフ」

右各全權委員ハ互ニ其ノ全權委任狀ヲ示シ之カ良好妥當ナルヲ認メ  
タル後左ノ諸條ヲ協定セリ

# 第一條

「ソヴィエト」社會主義共和國聯邦政府ハ同政府カ北滿鐵道（東支  
鐵道）ニ關シテ有スル一切ノ權利ヲ滿洲國政府ニ讓渡スベク滿洲國  
政府ハ右ニ對スル代償トシテ日本國通貨一億四千萬（一四〇、〇〇  
〇、〇〇〇）圓ノ額ヲ「ソヴィエト」社會主義共和國聯邦政府ニ支  
拂フベシ

第二條

北滿鐵道（東支鐵道）ニ關スル「ソヴィエト」社會主義共和國聯邦政府ノ一切ノ權利ハ本協定實施ト同時ニ滿洲國政府ニ移轉スベク且之ト同時ニ北滿鐵道（東支鐵道）ハ滿洲國政府ノ完全ナル占有及單獨ノ管理ノ下ニ置カルベキモノトス

第三條

一 本協定實施ト同時ニ「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）管理機關ノ高級職員ハ其ノ職ヲ解カルベシ右鐵道管理機關ノ高級職員ハ其ノ管掌セル記錄、帳簿、文書及書類ヲ種類ノ如何ヲ問ハズ總テ右鐵道ノ新管理機關ニ於ケル夫々ノ新任者ニ引渡スベシ  
本條ニ使用セラルル「北滿鐵道（東支鐵道）管理機關ノ高級職員タル語ハ左ノ者ヲ表示スルモノトス

(甲) 各理事及監事

(乙) 管理局長及副管理局長

(丙) 稽核局副局長

(丁) 理事會、監事會、稽核局及管理局、各處長及副處長各特務委

員及特務工程師各科及各分科、高等委員、顧問、科長及分科長

二 右鐵道、平常、機能ヲ確保スル目的ヲ以テ「ソヴイェト」社會

主義共和國聯邦政府ハ「ソヴイェト」社會主義共和國聯邦人民タ

ル右鐵道管理機關、高級職員中ヨリ左ノ者ヲ本協定實施、日ヨリ

一月間顧問トシテ新管理機關ノ用ニ供スルコトニ同意ス

(甲) 管理局長

(乙) 管理局總務處長

(丙) 管理局機務處長

(丁) 管理局財務處長

(戊) 管理局商務處長

三 本協定實施後ニ於テハ何時ニテ滿洲國政府ハ左ノ者ノ何レカ又

ハ全部ヲ解雇スルコトヲ得

- (甲) 鐵道管區、停車場及機關庫ノ各主任  
(乙) 右鐵道ノ左記各附帶事業ノ主任
- イ 林區及伐出作業  
ロ 炭坑  
ハ 發電所  
ニ 印刷所  
ホ 商務處附帶事業  
ヘ 在哈爾濱商會及溫室  
ト 總工廠  
チ 洗毛工場及水壓捆包工場  
リ 哈爾濱水道  
ヌ 清涼飲料製造工場  
ル 製材所  
ヲ 大豆混合保管業  
ワ 屑物淨化工場

カ 「グランドホテル」

ヨ 休養所及療養所

タ 病院及診療所

レ 圖書館

ソ 經濟調查局

四 本條一ニ掲ゲラルル者ハ本協定實施後一月間滿洲國ニ留リ且其ノ鐵道宿舍ヲ保持スルノ權利ヲ有スベシ

本條二ニ掲ゲラルル者ハ本協定實施後二月間滿洲國ニ留リ且其ノ鐵道宿舍ヲ保持スルノ權利ヲ有スベシ

本條三ニ依リ解雇セラレタル者ハ解雇ノ日ヨリ一月間正規ノ俸給ヲ受クルノ權利ヲ有スベシ右ノ者ハ解雇ノ日ヨリ二月間滿洲國ニ留リ且其ノ鐵道宿舍ヲ保持スルノ權利ヲ有スベシ

#### 第四條

滿洲國政府ハ千九百三十四年三月二十二日「ソグイェト」社會主義共和國聯邦政府ノ代表部ガ日本國外務大臣ヲ通ジテ滿洲國政府ノ代

表部ニ提出シタル北滿鐵道（東支鐵道）ノ千九百二十三年十二月三十一日現在ノ資産及負債表ニ基キ右鐵道ノ資産及負債ヲ繼承スベシ尤モ右表ハ之ニ掲ゲラレタル資産及負債ガ同表ノ日附ヨリ最後ノ表ノ日附ニ至ル迄ニ受ケタル變化ヲ示ス爲且千九百三十四年一月一日及其ノ後發生シタル新ナル資産及負債ヲ示ス爲千九百三十五年三月十七日及三月二十一日作成セラレタル表ニ依リ補足セラレタルモノトス

千九百二十四年五月三十一日北京ニ於テ署名セラレタル「ソヴィエト」社會主義共和國聯邦及支那共和國間諸問題ノ解決ノ爲ノ大綱ニ關スル協定第九條（四）ノ規定及千九百二十四年九月二十日奉天ニ於テ署名セラレタル「ソヴィエト」社會主義共和國聯邦政府及支那共和國東三省自治政府間ノ協定第一條（四）ノ規定ハ引續キ有效ナルモノトス

# 第五條

「ソヴィエト」社會主義共和國聯邦政府ハ在哈爾濱同聯邦總領事館

用トシテ左ノ財産ヲ永久且無償ノ貸付ニ依リ維持スルノ權利ヲ有ス  
ベシ

イ現在右總領事館ニ依リ占有セラレ居ル土地及建物

所在地 榮家崗羅景街

面積 一四、八七三、六八平方メートル

建物 事務所第千四十九號 二、一七四、九〇平方メートル官

舎第千四十七號 六八五、三七平方メートル

官舎第千四十八號 一、四四七、六一平方メートル

自動車庫及附屬家屋第千五十一號 二四五、八八平方

メートル

守衛詰所第千五十二號 三八、九〇平方メートル

ロ現在右總領事館ノ職員ニ依リ占有セラレ居ル土地及建物

所在地 榮家崗海城街

面積 二、五三〇平方メートル

建物 第九百三十四號 二五八、五一平方メートル

左ノ財産ハ本協定實施ノ日ニ於テ在哈爾濱「ソヴィエト」社會主義共和國聯邦總領事ニ對シ無償且無期限ニテ貸付ラルベク左ニ定ムル目的ニノミ使用セラルル爲直ニ在哈爾濱「ソヴィエト」社會主義共和國聯邦居留民團ノ占有及管理ノ下ニ置カルベシ

イ 右居留民團ノ初等及中等教育ノ爲ニ使用セラルベキ哈爾濱道裡商務街第三十五號ニ在ル北滿鐵道（東支鐵道）第四學校並同所所在ノ建物及財産

ロ 第九百四十九號ノ番號ニテ知ラレ居ル土地（哈爾濱道裡高士街ト警察街トノ角）及右土地ニ在ル一切ノ建物ニシテ將來病院トシテ使用セラルベキモノ

本協定實施ノ日ヨリ一月以内ニ在哈爾濱北滿鐵道（東支鐵道）圖書館ノ藏書中ヨリ滿洲國ノ地方官憲ト在哈爾濱「ソヴィエト」社會主義共和國聯邦總領事トノ合意ニ依リ前記第四學校用トシテ圖書ヲ選定スベク斯ク選定セラレタル圖書ハ右學校ニ譲渡セラルベキモノトス

## 第六條

北滿鐵道（東支鐵道）ニ依リ占有セラルル財産ニシテ「ソヴィエト」社會主義共和國聯邦政府ニ依リ同政府ニ屬シ且右鐵道ニ屬セズト主張セラルルモノ及「ソヴィエト」社會主義共和國聯邦ノ領域内ニ在ル財産ニシテ滿洲國政府ニ依リ北滿鐵道（東支鐵道）ニ屬スト主張セラルルモノハ夫々ノ政府ニ依リ互ニ他方ノ政府ノ爲ニ拋棄セラレタルモノト看做サレ將來何レノ政府モ右財産ニ關シ他方ノ政府ニ對シテ何等ノ要求ヲ提進セザルベシ

右規定ハ現在滿洲里ニ在ル「トランスバイカル」鐵道ノ財産（建物及其ノ敷地並ニ他ノ鐵道財産）及現在綏芬河ニ在ル「ウスリー」鐵道ノ財産ニシテ現ニ夫々右兩鐵道ニ依リ占有セラレ且右鐵道ノ管轄下ニ於テ其ノ財産トシテ悉ルベキモノニハ適用セラレザルベシ

## 第七條

本協定第一條ニ掲ケラルル日本國通貨一億四千萬（一四〇、〇〇〇、〇〇〇）圓ノ額ノ中四千六百七十萬（四六、七〇〇、〇〇〇）圓ノ

額ハ本協定第八條ノ規定ニ從ヒ現金ニテ支拂ハルベク殘額九千三百三十萬（九三、三〇〇、〇〇〇）圓ノ決濟ハ本協定第九條ノ規定ニ從ヒ「ソヴィエト」社會主義共和國聯邦政府ニ引渡サルル物品ニ對スル滿洲國政府ノ支拂ヲ以テ行ハルベシ

第八條

本協定第七條ノ規定ニ從ヒ現金ニテ支拂ハルベキ四千六百七十萬（四六、七〇〇、〇〇〇）圓ノ額ノ中二千三百三十萬（二三、三〇〇、〇〇〇）圓ノ額ハ本協定ノ署名ト同時ニ支拂ハルベシ

滿洲國政府ノ國庫證書ヲ以テ滿洲國政府ヨリ「ソヴィエト」社會主義共和國聯邦政府ニ支拂ハルベシ右國庫證書ハ後記ノ額ニテ後記ノ日ヲ支拂期日トシテ發行セラルベシ即チ千九百三十五年十二月二十三日ヲ支拂期日トスル六百三十七萬六千五百（六、三七六、五〇〇）圓、千九百三十六年九月二十三日ヲ支拂期日トスル六百二十四萬四千八百七十五（六、二四四、八七五）圓、千九百三十七年六月二十三

日ヲ支拂期日トスル六百十一萬三千二百五十(六、一一三、二五〇)圓、千九百三十八年三月二十三日ヲ支拂期日トスル五百九十八萬千六百二十五(五、九八一、六二五)圓前記ノ滿洲國政府ノ國庫證券ハ「ソヴィエト」社會主義共和國聯邦政府ノ爲ニ發行セラレ且本協定ノ署名ト同時ニ滿洲國政府ノ代表者ヨリ「ソヴィエト」社會主義共和國聯邦政府ノ代表者ニ交付セラルヘク株式會社日本興業銀行ニ於テ支拂ハルベシ

本條ニ規定セラルル第二回及其ノ後ノ各割賦金ノ支拂期日ノ前日ノ「ロンドン」ニ於ケル圓及瑞西「フラン」ノ各爲替相場ニ基キ算出セラルル瑞西「フラン」ニテ示サル圓ノ爲替相場ガ本協定實施ノ日ノ「ロンドン」ニ於ケル圓及瑞西「フラン」ノ各爲替相場ニ基キ算出セラルル瑞西「フラン」ニテ示サル圓ノ爲替相場ニ比較シテ八分以上低キカ又ハ高キトキハ前記割賦金ノ額ハ瑞西「フラン」ニテ示サル割賦金ノ價值ヲ本協定實施ノ日ニ於ケルモノト同一ナラシムルガ如ク場合ニ應ジテ増加又ハ減少セラルベシ

瑞西「フラン」ノ現在ノ金平価（瑞西「フラン」ハ純金一グラムノ三十一分ノ九ニ相當ス）ガ變更セラレ又ハ瑞西「フラン」ノ金兌換ガ停止セラルルトキハ前項ニ規定セラルル方法ニ代リ左ノ方法ガ採用セラルベシ

本條ニ規定セラルル第二回及其ノ後ノ割賦金ノ支拂期日ノ前日ノ「ロンドン」ニ於ケル金ノ價格及圖ノ爲替相場ニ基キ算出シテ當該割賦金ノ額ニ等シキ價值ヲ有スル純金ノ重量ガ協定實施ノ日ノ「ロンドン」ニ於ケル金ノ價格及圖ノ爲替相場ニ基キ算出シテ右割賦金ニ等シテ價值ヲ有スル純金ノ重量ニ比シテ八分以上少キカ又ハ多キトキハ右割賦金ノ額ハ純金ニテ示サルル割賦金ノ價值ヲ本協定實施ノ日ニ於ケルモノト同一ナラシムルガ如ク場合ニ應ジテ増加又ハ減少セラルヘシ

#### 第九條

本協定第七條ニ規定セラルル通「ソヴィエト」社會主義共和國聯邦政府ニ引渡サルル物品ニ對スル滿洲國政府ノ支拂ヲ以テ行ハルベキ

九千三百三十萬（九三、三〇〇、〇〇〇）圓ノ額ノ決済ハ左ノ方法ニ依リ行ハルベシ

一、在日本國「ソヴィエト」社會主義共和國聯邦通商代表部ハ本協定實施ノ日ヨリ六月ノ期間内ニ第七條ニ掲ゲラルル九千三百三十萬（九三、三〇〇、〇〇〇）圓ノ額ニ達スル迄滿洲國又ハ日本國ニ於テ生産又ハ製造セラレタル物品ノ購入ニ關スル契約ヲ右兩國ノ何レカノ臣民又ハ法人ト締結スベシ斯ク購入セラレタル物品ハ當該契約ノ條件ニ從ヒ本協定實施ノ日ヨリ三年ノ期間内ニ前記臣民又ハ法人ニ依リ日本國ニ在ル通商代表部ニ引渡サルベシ右三年ヲ構成スル六箇ノ各六月均分期間ニ於テ斯ク引渡サル物品ハ價格ニ於テ三千百十萬（三一、一〇〇、〇〇〇）圓ヲ超エザルモノトシ且右三年ヲ構成スル三箇ノ各一年均分期間ニ於テ引渡サル物品ノ總量ハ價格ニ於テ三千百十萬（三一、一〇〇、〇〇〇）圓ヲ超エザルベシ

二、物品ニ對スル支拂條件ハ右三年ニ於ケル各六月均分期間ニ滿洲

國政府ガ前項ニ掲ゲラルル物品ノ引渡ニ付千五百五十五萬（一五、五五〇、〇〇〇）圓ヲ超エザル支拂ヲ爲スベク又右ノ額ノ中何等カノ理由ニ依リ六月均分期間ノ終ニ於テ支拂ハザリシ差額ヲ存シタル場合ニハ右差額ハ次ノ六月間ニ於テ支拂ハルベク以下之ニ準ジ斯クシテ九千三百三十萬（九三、三〇〇、〇〇〇）圓ノ全額ガ右三年ノ終迄ニ支拂ハルルガ如ク定メラルベシ

三、前記契約ガ本協定實施後六月ノ期間内ニ締結セラレザルトキハ通商代表部ハ右六月ノ期間ノ満了後右契約ヲ爲スノ權利ヲ有スベク尙本條ノ前記規定ニ從ヒ締結セラレタル契約ノ通商代表部以外ノ當事者ノ何レカガ契約ヲ履行セズ又ハ正當ニ契約ヲ履行セズ之ガ爲該契約ガ廢棄セラルトキハ通商代表部ハ各場合ニ於テ滿洲國又ハ日本國ノ他ノ臣民又ハ法人ト新ナル契約ヲ締結スル權利ヲ有スベク此ノ場合ニ於テハ右契約ハ前記ノ三年ノ期間後ニ行ハルベキ物品ニ對スル支拂及其ノ引渡ニ關シ規定シ得ルモノトス

四、本條ニ掲ゲラルル契約ハ通商代表部ノ選擇ニ依リ還賃保原料込

價格又ハ甲板積込價格ニテ締結セラルベク且物品ニ對スル滿洲國政府ノ支拂ニ關シ規定スベシ

五、通商代表部ガ物品輸入ニ關スル契約ヲ滿洲國又ハ日本國ノ臣民又ハ法人ト締結シタルトキハ通商代表部ハ在日本國滿洲國公使館附財務官ニ契約當事者名、物品ノ種類、原產地及數量、支拂總額物品ノ引渡及物品ニ對スル支拂ノ日及場所並ニ前記ニ關スル規定ヲ含ム支拂及引渡ノ他ノ一切ノ條件ヲ記載シタル契約要綱書ヲ交付スベシ右要綱書ハ契約ノ兩當事者ニ依リ認證セラルベシ尙物品ノ賣主ハ事情ノ許ス限り物品ニ關シ滿洲國又ハ日本國ニ在ル商工會議所又ハ右兩國ノ何レカ一方ノ政府ガ原產地證明書ヲ發給スルノ權限ヲ付與シタル他ノ機關ニ依リ發給セラレタル原產地證明書ヲ財務官ニ提出スベシ

財務官ハ契約ノ要綱書ヲ受領シタルトキハ其ノ内容ガ本條ニ牴觸セザル限り右受領後遅クトモ七日以内ニ通商代表部及當該物品賣主ニ對シ滿洲國政府ガ契約ノ右要綱書ニ從ヒ右物品ニ對スル支拂ヲ爲スベキコトヲ通知スベシ

賣主ハ其ノ勘定ノ決済ヲ得ル爲通商代表部ニ對シ右代表部ヲシテ  
 當該物品ノ處分ヲ爲スコトヲ得シムル書類（船荷證券、換狀等）  
 ヲ引渡スベシ

財務官ハ通商代表部ヨリ契約ノ要綱書ニ漏ゲラレタル物品ノ引渡  
 ガ完了セル旨ノ通知ヲ受領シタルトキハ株式會社日本興業銀行ヲ  
 支拂人トシ賣主ヲ受取人トシ且物品ノ代金ヲ額面トスル記名式小  
 切手ヲ發行シ支拂期日ニ且前記物品ノ原產地證明書ノ提出ガ契約  
 ノ要綱書提出ノ時ニ行ハレザリシトキハ右證明書ト引換ニテ之ヲ  
 賣主ニ交付スベシ物品ノ賣主ハ小切手ニ對シ受領證ヲ交付スベシ  
 物品ノ賣主ニ對スル前拂ハ右前拂ヲ爲スベキ旨ノ通商代表部ノ通  
 知アル場合契約ノ要綱書ニ從ヒ財務官ニ依リ同様ノ方法ニテ行ハ  
 ハルベシ

六 本條ニ於テ「滿洲國又ハ日本國ニ於テ製造セラレタル物品」ナ  
 ル語ハ他國ヨリ輸入セラレタル原料及右兩國ノ何レカニ於テ生産  
 セラレタル原料ヲ以テ右兩國ノ何レカニ於テ製造セラレタル物品

ヲ表示シ又「滿洲國又ハ日本國ノ法人」ナル語ハ夫々滿洲國又ハ日本國ノ法令ニ從ヒ設立セラレタル又ハ設立セラルベキ法人ヲ表示スルモノトス

第十條

一 本協定第三條ノ規定ニ包含セラルル者ヲ除クノ外滿洲國政府ガ決定ノ實施後滿洲國政府側ノ都合ニ依リ解雇セントスル「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）ノ各從業員ハ三月ノ預告ヲ與ヘラルベシ

二 解雇セラルベキ「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）從業員ハ解雇後二月間家事整理ノ爲滿洲國ニ留ルノ權利ヲ有スヘシ

三 「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）從業員ハ滿洲國ノ法令ニ從ヒ其ノ有スル動産及不動産上ノ權利ヲ引續キ完全ニ享有スベシ

四 「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）從業員ハ其ノ財産ヲ滿洲國ノ法令ニ從ヒ處分スルノ完全ナル

權利及其ノ財産ヲ圓形ノ權又ハ何レカノ外國通貨ニテ其ノ相當額ヲ滿洲國外ニ搬出スルノ完全ナル權利ヲ享有スベシ

五 解雇セラレ又ハ任意ニ退職シタル「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）從業員ニシテ退職後二月以內ニ同聯邦ノ領域ヘ引揚グルモノハ其ノ選擇ニ依リ滿洲里停車場又ハ綏芬河停車場迄本人、家族並ニ其ノ自用品及家財ニ付北滿鐵道（東支鐵道）ニ依ル無賃輸送ノ特權ヲ許與セラルベシ

第十一條

一 本協定實施後解雇セラレ又ハ任意ニ退職スル「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）從業員ニ對スル各利ノ退職手當及支拂金（解雇手當其ノ他鐵道勤務ニ付テ從業員ニ支拂ハルベキ金額、共済貯蓄規程ニ依ル共済貯蓄會ノ從業員貯金及之ニ對スル鐵道側ノ附加金（利子ヲ含ム）、年金及一時金並ニ「千九百一十二年被傷害者補償規程」ニ依ル傷害ニ對スル年金及補償）ハ右退職手當及支拂金ガ本協定實施前ノ期間ニ因スルモノナル限り本協定實施ノ日迄施行セラレタル北滿鐵道、

(東京支 鐵 道)ノ規則ニシテ本條ノ規定ニ依リ變更セラレタルモノニ從ヒ個々ニ計算セラレ且支拂ハルベシ

備考 千九百三十年十一月十一日迄ノ期間ノ退職手當ハ千九百三十年十一月十一日迄存在セル率ニ依リテ支給セラルベシ

二 本協定實施後解雇セラレ又ハ任職ニ退職スル「ソヴィエト」社會主義共和國聯邦人民タル従業員ハ各該ノ退職手當及支拂金ノ計算ニ關スル限り廢職ノ結果解雇セラレタルモノト看做サルベシ

三 解雇手當其ノ他ノ鐵道勤務關係ノ支拂金及右勤務中受ケタル傷害ニ對スル補償並ニ貯金及其ノ所定ノ利子ハ解雇又ハ退職ノ日ヨリ二週間以内ニ支拂ハルベシ但シ解雇セラルル者ニ付テハ貯金ノ半額ハ解雇預告ノ日ヨリ二月以内ニ支拂ハルベシ

鐵道勤務十年未滿ノ者ニ對スル一時金並ニ貯金ニ對スル附加金及其ノ所定ノ利子ハ解雇又ハ退職ノ日ヨリ二年以内ニ四箇ノ均一割賦金ヲ以テ支拂ハルベシ解雇又ハ退職ノ日ノ後第一回ノ割賦

金ハ二週間以内ニ又第二回ノ割賦金ハ一年ノ終ニ於テ支拂ハルベク  
第三回及第四回ノ割賦金ハ第二回ノ割賦金ノ支拂後夫々六月及十二  
月ノ終ニ於テ支拂ハルベシ右割賦金中後ノ三回ノ割賦金ニ付テハ滿  
洲國政府ハ各人名義ニテ作成セラレ右所定ノ日ヲ支拂期日トスル當  
該領ノ證書ヲ發行スベシ右證書ハ前記第一回割賦金ノ支拂ト同時ニ  
各受取人ニ交付セラレベク同證書ハ爾後他ノ何人ニモ譲渡セラレザ  
ルベキモノトス

鐵道勤務十年以上ノ者ハ勞働能力ノ検査ヲ受クルコトナクシテ年金  
受領ノ資格アルモノト看做サルベシ右年金ハ之ヲ毎年支拂フ代リニ  
一時金ニテ支拂フベク卽チ年金トシテ毎年支拂フ額ノ八倍半ノ額ヲ  
前項ノ規定ニ從ヒ二年間ニ四箇ノ均一割賦金ヲ以テ受取人ニ支拂フ  
ベキモノトス

備考一 鐵道勤務十年未満ノ従業員ノ勞働能力ノ検査ハ本場定實  
施ノ日迄施行セラレタル北滿鐵道（東支鐵道）ノ規則ニ從ヒ行  
ハルベシ

備考二 傷害ニ對スル年金ハ之ヲ毎年支拂フ代リニ一時金ヲ以テ支拂フベク即チ○道勤務十年以上ノ者ニ對スルト同様ノ方法ヲ以テ毎年支拂フ額ノ八倍半ノ額ヲ受取人ニ支拂フベキモノトス

四 北滿鐵道(東支鐵道)從業員ニシテ○道ニ對シ債務ヲ有スルモノハ其ノ受クベキ各種ノ退職手當其ノ他ノ支拂金ヨリ其ノ債務額ヲ控除セラルベシ

五 各種ノ退職手當及支拂金ハ本協定實施ノ日ニ存シ且北滿鐵道(東支鐵道)ニ依リ其ノ從業員トノ決済ニ用ヒラルル右鐵道ノ「ループ」ニ對スル爲替相場ニ依リ滿洲國ノ通貨ヲ以テ支拂ハルベシ右退職手當及支拂金ノ受取人ハ其ノ受取リタル金銭ヲ外國ノ通貨ニ換ヘテ他國ニ送付スルコトヲ許容セラルベシ

六 各種ノ退職手當及支拂金並ニ滿洲國政府ノ證書ハ直接ニ正當ノ受取人ニ支拂ハレ又ハ交付セラルベシ尤モ「ソヴィエト」社會主義共和國聯邦ノ領域ニ居住セル者ハ在哈爾濱「ソヴィエト」社會主義共

和蘭聯邦總領事又ハ其ノ他ノ者ニ之ガ受領ヲ委任スルコトヲ得右ノ委任ヲ爲シタル者ハ同時ニ其ノ旨ヲ北滿鐵道（東支鐵道）ニ通知スベシ

七 本協定實施前ニ退職シ現ニ年金ヲ受ケ居ル者ハ本協定實施ノ日迄施行セラレタル北滿鐵道（東支鐵道）ノ規則ニ從ヒ右規則ガ其ノ後引續キ施行セラルルト更セラルルト廢止セラルルトヲ問ハズ引續キ從前ノ通年金ヲ受クベシ此ノ場合北滿鐵道（東支鐵道）ノ「ルール」ニ對スル爲替相場ニ關シ又正當ノ受取人ガ「ソヴィエト」社會主義共和國聯邦ノ領域ニ寄還セントシ又ハ寄還シタル場合ニハ外國ヘノ送金ニ關シ本條五ガ適用セラルベシ

八 「ソヴィエト」社會主義共和國聯邦人民タル從業員ニ對シ北滿鐵道（東支鐵道）管理局又ハ共濟時委員會ヨリ支拂ハルベキ金額ニシテ本協定實施ノ日迄ニ正當ノ受取人、其ノ代理人又ハ相續人ヨリ支拂ノ要求ナキモノハ本協定實施ノ日迄施行セラレタル北滿鐵道（東支鐵道）ノ規則ニ依リ處理セラルベシ

九 本協定實施後解雇セラレ又ハ退職シタル従業員ハ其ノ解雇又ハ退職ノ日ヨリ一月間從前ト同様ノ條件ノ下ニ其ノ鐵道宿舍ニ關シ完全ナル權利ヲ保持スベシ

第十二條

「北滿鐵道（東支鐵道）」ナル語ハ之ニ關スル一切ノ權利、事業及財產ヲ包含スルモノトス

第十三條

滿洲國政府及「ソヴィエト」社會主義共和國聯邦政府ハ可國間ノ交通及運輸ヲ發達シ且客貨ナラシムル目的ヲ以テ本協定實施後三月以内ニ旅客、手荷物及貨物ノ通過發送。「ソヴィエト」社會主義共和國聯邦ノ鐵道停車場ト北滿鐵道（東支鐵道）停車場トノ間ニ於ケル旅客、手荷物及貨物ニ付テノ直通發送ハ技術的條件ノ許ス限り「ウスリ」鐵道ト北滿鐵道（東支鐵道）トノ間ニ於ケル貨物ノ積換ナキニ於テ河停車場經由ノ直通發送ニ關スル間口ノ解決ニ付規定スル別約ヲ締結スベシ

右三月ノ期間内ニ兩國政府ハ更ニ從京北滿鐵道（東支鐵道）ノ運用  
ヒル電信路ト「ソヴィエト」社會主義共和國聯邦ノ電信路トノ間ニ  
於ケル電信連絡ニ付規定スル別約ヲ締結スベシ

第十四條

本協定ハ署名ノ日ヨリ實施セラルベシ

右附據トシテ各全權委員ハ本協定ニ署名調印セリ

康德二年三月二十三日即チ千九百三十五年三月二十三日東京市ニ於  
テ英吉利語ヲ以テ本書二通ヲ作成ス

丁 土 源（印）

大 橋 忠 一（印）

鳥 堀 隆（印）

シ、シ、ユ、レ、ネ、フ（印）

ビ、ア、イ、カ、ズ、ロ、フ、ス、キ、ー（印）

ク、ツ、ネ、ツ、ツ、オ、フ（印）